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Attorneys for TOTE Maritime Alaska, Inc.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

Sears Holding Corporation,

Debtor.

Chapter 11

Case No. 18-23538-rdd

**LIMITED OBJECTION OF TOTE MARITIME ALASKA, INC. TO CURE COSTS AND
POSSIBLE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND
UNEXPIRED LEASES IN CONNECTION WITH GLOBAL SALE TRANSACTIONS**

TOTE Maritime Alaska, Inc. (“TOTE”), by and through its undersigned counsel, submits this Limited Objection (the “Objection”) to Cure Costs and Possible Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction, filed by the Debtors on January 18, 2019 [Docket No. 1731] (the “Notice of Cure Costs”).

1. In the Notice of Cure Costs, on Exhibit A, Page 300 as filed, the Debtors list “TOTE Maritime Alaska, Inc.” as being a counterparty to a Transportation Agreement, number 7022, with Innovel Solutions, Inc. (the “Contract”), but do not list any cure amount.

2. The correct pre-petition cure amount alone is \$92,577.34, as stated on the two part audit sheet attached hereto together as Exhibit “A.”

3. TOTE objects to no cure amount being listed by the Debtors in the Notice of Cure Costs, and submits that the correct pre-petition cure amount alone is \$92,577.34.

4. TOTE objects to assumption and assignment of the Contract if the counterparty to the Contract, the Debtors or a successful bidder does not pay the correct pre-petition cure amount as stated herein, plus any post-petition amount due at the time of assumption and assignment of the Contract.

5. TOTE does not intend this Objection to the Notice of Cure Costs or any later appearance, pleading or claim to waive: (1) its right to trial by jury in any proceeding so triable in these cases or in any case, controversy, or proceeding related to this case; or (2) any other rights, claims, actions, defenses, set-offs, or recoupments to which it is or may be entitled under agreements, in law, in equity or otherwise, all of which rights, claims, actions, defenses, set-offs, and recoupments are expressly reserved.

Dated: Woodcliff Lake, New Jersey
January 26, 2019

PRICE MEESE SHULMAN & D'ARMINIO, P.C.

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